

EXHIBIT 2



Rebekah S. Guyon
Tel 310.586.7716
Fax 310.586.0225
Rebekah.Guyon@gtlaw.com

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VIA ELECTRONIC MAIL

J. Eli Wade-Scott
Edelson PC
350 North LaSalle Street, 14th Floor
Chicago, Illinois 60654
ewadescott@edelson.com

Re: Re: In Re: 23andMe, Inc. Customer Data Security Breach Litig, No. 3:24-md-03098-EMC (N.D. Cal.) – Scope of Release in Proposed Settlement

Counsel:

We write in response to your letter dated October 11, 2024.

The Settlement Agreement provides the following definition for “Released Claims”:

“Released Claims” shall collectively mean any and all claims and causes of action, both known and unknown, including, without limitation, any causes of action under California Civil Code §§ 56, et seq., 1710, et seq., 1750, et seq., 1798.80 et seq., 1798.150, et seq.; Cal. Bus. & Prof. Code §§ 17200, et seq.; Cal. Pen. Code §§ 502; 410 ILCS 513, et seq.; 815 ILCS 505; Alaska Stat. §§ 18.13.010, et seq.; Or. Rev. Stat. §§ 192.531, et seq.; Mo. Rev. Stat. §§ 407.010, et seq.; Wash. Rev. Code §§ 19.255.010, et seq.; Wis. Stat. §§ 100.18, 146.81, et seq.; Mass. Gen. Laws Ch. 70G, 93A, et seq.; 6 Del. Code §§ 2513 et seq.; Fla. Stat. §§ 501.201 et seq.; GA. Code. Ann. §§ 10-1-370 et seq.; §§ 10-1-399 et seq.; Maryland Commercial Law Code §§ 13-1010 et seq.; N.J. Stat. Ann. §§ 56.8-1 et seq.; N.Y. Gen. Bus. Law §§ 349 et seq., N.C. Gen. Stat. §§ 75-1.1 et seq.; 73 PA. Cons. Stat. §§ 201-2 & 201-3; Tenn. Code Ann. §§ 27-18-2107; Tex. Bus. & Com. Code Ann. §§ 17.41 et seq.; VA. Code §§ 59.1-198 to 59.1.207; Wash. Rev. Code. §§ 19.86.020 et seq.; and all similar statutes in effect in any states in the United States as defined herein; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; conversion; bailment; threat assessment and monitoring; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief,

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disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, claims under California, Oregon, Alaska, Illinois, and any other state or federal law (Cal. Civ. Code §§ 56, et seq., 1798.150 et seq.; Alaska Stat. §§ 18.13.010, et seq.; 410 ILCS 513, et seq.; Or. Rev. Stat. §§ 192.531, et seq) for statutory damages arising from a data breach or the disclosure of personal, confidential medical, or genetic information, and any other form of relief that either has been asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, or arising out of the same factual predicate as the allegations in the Litigation. The definition of "Released Claims" shall be construed as broadly as possible under Ninth Circuit law to effect complete finality over this Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely opted out of the Settlement Class.

Settlement Agreement ¶ 37. "Unknown Claims" that are part of "Released Claims" are specifically defined in paragraph 53.

We do not agree that there is any lack of clarity regarding the scope of claims subject to the release in the Settlement Agreement. The language speaks for itself.

Best regards,



Rebekah S. Guyon

cc: Rafey S. Balabanian, rbalabanian@edelson.com (via Email)
Jay Edelson, jedelson@edelson.com (via Email)
Michael W. Ovca, movca@edelson.com (via Email)
Emily Penkowski Perez, epenkowski@edelson.com (via Email)
Hannah Hilligoss, hhilligoss@edelson.com (via Email)
Ian C. Ballon, ballon@gtlaw.com (via Email)
Stephen L. Saxl, saxls@gtlaw.com (via Email)
Adam Korn, korna@gtlaw.com (via Email)
Kristin O'Carroll, ocarrollk@gtlaw.com (via Email)